

| | | | | | | | | | | | | |
|---|--|---|------------------|--|--|---|---|--------------------|------------------|--|------------|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER SEE SCHEDULE | | PAGE 1 OF 71 | | | | | | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W9124D-07-B-0015 | | | | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME KAREN E. KEYS | | | b. TELEPHONE NUMBER (No Collect Calls) 502-624-6853 | | 6. SOLICITATION ISSUE DATE 06-Jun-2007 | | | | | |
| 9. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720 TEL: FAX: | | CODE W9124D | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 311930 SIZE STANDARD: 500 | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | | | |
| | | | | | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | | | | | |
| | | | | | | 13b. RATING | | | | | | |
| | | | | | | 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP | | | | | | |
| 15. DELIVER TO | | CODE | | 16. ADMINISTERED BY | | | | CODE | | | | |
| SEE SCHEDULE | | | | | | | | | | | | |
| 17a. CONTRACTOR/OFFEROR | | CODE | | 18a. PAYMENT WILL BE MADE BY | | | | CODE | | | | |
| TEL. | | FACILITY CODE | | | | | | | | | | |
| | | | | | | | | | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | | | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | | 22. UNIT | | 23. UNIT PRICE | | 24. AMOUNT | |
| | | SEE SCHEDULE | | | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | | | | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/> | | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | 31c. DATE SIGNED | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | | | | | | | |
| | | | | | TEL: EMAIL: | | | | | | | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | PAGE 2 OF 71 | |
|---|------------------------------------|--------------------|---|-----------------------|------------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33. SHIP NUMBER | | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | | 36. PAYMENT |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 37. CHECK NUMBER |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | 42a. RECEIVED BY <i>(Print)</i> | | |
| | | | 42b. RECEIVED AT <i>(Location)</i> | | |
| | | | 42c. DATE REC'D <i>(YY/MM/DD)</i> | 42d. TOTAL CONTAINERS | |

Section SF 1449 - CONTINUATION SHEET

ADDITIONAL INFORMATION

REQUIREMENTS TYPE CONTRACT FOR BEVERAGE BASE WITH DISPENSING SYSTEMS FOR DELIVERY TO FORT KNOX, KENTUCKY DURING THE PERIOD 1 JULY 2007 THROUGH 31 MAY 2008 WITH (4) FOUR ONE-YEAR OPTION PERIODS .

CONTRACTORS SHALL SUBMIT ALL UNIT PRICES TO THE WHOLE PENNY, NO FRACTIONS WILL BE ACCEPTED.

BIDDERS SHALL COMPLETE THE FOLLOWING INFORMATION:

DUNS NUMBER: _____

FED TAX ID#: _____

CAGE CODE: _____

PHONE NO: _____

FAX NO: _____

E-MAIL ADDRESS: _____

NOTES:

1. All contractors wishing to do business with the Government must possess a valid DUNS number and Cage Code and must be registered in the Central Contractor Registration (CCR).
2. Contractors are reminded to complete all required certifications contained in this solicitation, to include clause 52.247-66 entitled "Returnable Cylinders".
3. SOLICITATION SHALL BE POSTED ON FORT KNOX HOME PAGE AT: <http://doc.knox.army.mil>.

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|-------------------|--------------------|------|------------|------------------|
|---------|-------------------|--------------------|------|------------|------------------|

| | | | | | |
|------|---|--|--|--|--|
| 0001 | BASE PERIOD (CLINS 0001 - 0001AM) FFP DURING THE PERIOD 1 JULY 2007 THROUGH 31 MAY 2008 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001001 | | | | |
|------|---|--|--|--|--|

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|-------------------|--------------------|------|------------|------------------|
|---------|-------------------|--------------------|------|------------|------------------|

| | | | | | |
|--------|---|-------|--------|--|--|
| 0001AA | BEV BASE, COLA FFP COLA, NATURAL FLAVORING (POST MIXED) 8960-01-386-9469 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 4,425 | Gallon | | |
|--------|---|-------|--------|--|--|

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|--|--------------------|--------|------------|------------------|
| 0001AB | BEV BASE, CITRUS FFP COMPARABLE TO MT DEW/MELLO YELLOW, (POST MIXED) 8960-01-386-9476 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 4,500 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|--|--------------------|--------|------------|------------------|
| 0001AC | BEV BASE, ROOT BEER FFP ROOT BEER, NATURAL OR IMITATION FLAVORING, OR ANY COMBINATION THEREOF (POST MIXED) 8960-01-386-9478 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 2,020 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|--|--------------------|--------|------------|------------------|
| 0001AD | BEV BASE, COLA LOW CALORIE FFP DIET COLA, BEVERAGE BASE LIQUID, ARTIFICIALLY SWEETENED, NON-CARBONATED, COMPARABLE TO DIET PEPSI/DIET COKE (POST MIXED) 8940-01-382-9199 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 1,300 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|---|--------------------|--------|------------|------------------|
| 0001AE | BEV BASE, ORANGE FFP ORANGE, NATURAL OR IMITATION FLAVORING, SUGAR SWEETENED, COMPARABLE TO ORANGE SLICE/ORANGE CRUSH (POST MIXED) 8960-01-386-9475 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 1,805 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|---|--------------------|--------|------------|------------------|
| 0001AF | BEV BASE, LEMON LIME FFP LEMON LIME, NATURAL OR IMITATION FLAVORING, SUGAR SWEETENED, COMPARABLE TO SIERRA MIST/SPRITE, (POST MIXED) 8960-01-386-9474 FOB: Destination | 1,200 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|---|--------------------|--------|------------|------------------|
| 0001AG | BEV BASE, DR PEPPER FFP SUGAR SWEETENED, (POST MIXED) COMPARABLE TO DR PEPPER/MR PIBB 8960-01-386-9470 FOB: Destination | 2,000 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|--|--------------------|--------|------------|------------------|
| 0001AH | FIVE-FAUCET DISPENSING FFP SYSTEMS (THE UNIT PRICE FOR THIS LINE ITEM SHALL BE THE MONTHLY RENTAL PRICE FOR 26 DISPENSING SYSTEMS) FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 12 | Months | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|---|--------------------|------|------------|------------------|
| 0001AJ | CARBON DIOXIDE FFP 20 POUND CONTAINERS, FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 750 | Each | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|--|--------------------|----------|------------|------------------|
| 0001AK | RETURNABLE CYLINDERS FFP A) CYLINDERS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR BUT SHALL BE LOANED WITHOUT CHARGE TO THE GOVERNMENT FOR A PERIOD OF 30 DAYS AFTER THE DATE OF DELIVERY OF THE CYLINDERS TO THE FOB POINT SPECIFIED IN THE CONTRACT. BEGINNING WITH THE FIRST DAY AFTER THE EXPIRATION OF THE 30-DAY LOAN PERIOD UP TO AND INCLUDING THE DATE THE CYLINDERS ARE DELIVERED OR MADE AVAILABLE FOR DELIVERY TO THE CONTRACTOR'S DESIGNATED CARRIER, THE GOVERNMENT WILL PAY THE CONTRACTOR A DAILY RENTAL CHARGE PER CYLINDER PER DAY REGARDLESS OF CAPACITY. NO RENTAL CHARGE SHALL ACCRUE TO THE CONTRACTOR IN EXCESS OF THE REPLACEMENT VALUE PER CYLINDER SPECIFIED BELOW. FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|--|--------------------|----------|------------|------------------|
| 0001AL | DAILY CYLINDER RENTAL FFP B) FOR EACH CYLINDER LOST OR DAMAGED BEYOND REPAIR WHILE IN THE GOVERNMENT'S POSSESSION, THE GOVERNMENT WILL PAY THE CONTRACTOR THE FOLLOWING REPLACEMENT COST, LESS THE ALLOWABLE RENTAL CHARGE PAID THEREOF FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|---|-----------------------|----------|------------|------------------|
| 0001AM | CYLINDER REPLACEMENT COST FFP C) CYLINDERS LOST OR DAMAGED BEYOND REPAIR AND PAID FOR BY THE GOVERNMENT WILL BECOME THE GOVERNMENT'S PROPERTY, SUBJECT TO THE FOLLOWING: IF ANY LOST CYLINDER IS LOCATED WITHIN 90 DAYS AFTER PAYMENT BY THE GOVERNMENT, THE CYLINDER MAY BE RETURNED TO THE CONTRACTOR BY THE GOVERNMENT AND THE CONTRACTOR SHALL PAY TO THE GOVERNMENT AN AMOUNT EQUAL TO THE REPLACEMENT VALUE LESS RENTAL CHARGES COMPUTED ABOVE THE BEGINNING OF THE EXPIRATION OF THE 30 DAY LOAN PERIOD SPECIFIED ABOVE AND CONTINUING TO THE DATE ON WHICH THE CYLINDER WAS DELIVERED TO THE CONTRACTOR (SEE CLAUSE "AWARD" PAGE) | | Cylinder | | |

TOTAL AMOUNT FOR BASE PERIOD (CLINS 0001AA THRU 0001AM).

\$ _____
FOB: Destination
PURCHASE REQUEST NUMBER: W22PE06348S001

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|----------------|---|-----------------------|------|------------|------------------|
| 0002 OPTION | FIRST OPTION PERIOD(CLINS 0002 - 0002AM) FFP DURING THE PERIOD 1 JUNE 2008 THROUGH 31 MAY 2009 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|-----------------------|--------|------------|------------------|
| 0002AA OPTION | BEV BASE, COLA FFP COLA, NATURAL FLAVORING (POST MIXED) 8960-01-386-9469 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 4,425 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0002AB OPTION | BEV BASE, CITRUS FFP COMPARABLE TO MT DEW/MELLO YELLOW, (POST MIXED) 8960-01-386-9476 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 4,500 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0002AC OPTION | BEV BASE, ROOT BEER FFP ROOT BEER, NATURAL OR IMITATION FLAVORING, OR 5 ANY COMBINATION THEREOF (POST MIXED) 8960-01-386-9478 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 2,020 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0002AD OPTION | BEV BASE, COLA LOW CALORIE FFP DIET COLA, BEVERAGE BASE LIQUID, ARTIFICIALLY SWEETENED. NON-CARBONATED, COMPARABLE TO DIET PEPSI/DIET COKE (POST MIXED) 8940-01-382-9199 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 2,020 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0002AE OPTION | BEV BASE, ORANGE FFP ORANGE, NATURAL OR IMITATION FLAVORING, SUGAR SWEETENED, COMPARABLE TO ORANGE SLICE/ORANGE CRUSH (POST MIXED) 8960- 01-386-9475 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 1,805 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0002AF OPTION | BEV BASE, LEMON LIME FFP LEMON LIME, NATURAL OR IMITATION FLAVORING, SUGAR SWEETENED, (POST MIXED), COMPARABLE TO SIERRA MIST/SPRITE 8960-01-386-9474 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 1,200 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0002AG OPTION | BEV BASE, DR PEPPER FFP SUGAR SWEETENED (POST MIXED) COMPARABLE TO DR PEPPER/MR PIBB 8960-01-386-9470 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 2,000 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0002AH OPTION | FIVE-FAUCET DISPENSING FFP SYSTEMS (THE UNIT PRICE FOR THIS LINE ITEM SHALL BE THE MONTHLY RENTAL PRICE FOR 26 DISPENSING SYSTEMS) FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 12 | Months | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|------|------------|------------------|
| 0002AJ OPTION | CARBON DIOXIDE FFP 20 POUND CONTAINERS FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 750 | Each | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|----------|------------|------------------|
| 0002AK OPTION | RETURNABLE CYLINDERS FFP A) CYLINDERS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR BUT SHALL BE LOANED WITHOUT CHARGE TO THE GOVERNMENT FOR A PERIOD OF 30 DAYS AFTER THE DATE OF DELIVERY OF THE CYLINDERS TO THE FOB POINT SPECIFIED IN THE CONTRACT. BEGINNING WITH THE FIRST DAY AFTER THE EXPIRATION OF THE 30-DAY LOAN PERIOD UP TO AND INCLUDING THE DATE THE CYLINDERS ARE DELIVERED OR MADE AVAILABLE FOR DELIVERY TO THE CONTRACTOR'S DESIGNATED CARRIER, THE GOVERNMENT WILL PAY THE CONTRACTOR A DAILY RENTAL CHARGE PER CYLINDER PER DAY REGARDLESS OF CAPACITY. NO RENTAL CHARGE SHALL ACCRUE TO THE CONTRACTOR IN EXCESS OF THE REPLACEMENT VALUE PER CYLINDER SPECIFIED BELOW. FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|----------|------------|------------------|
| 0002AL OPTION | DAILY CYLINDER RENTAL FFP B) FOR EACH CYLINDER LOST OR DAMAGED BEYOND REPAIR WHILE IN THE GOVERNMENT'S POSSESSION, THE GOVERNMENT WILL PAY THE CONTRACTOR THE FOLLOWING REPLACEMENT COST, LESS THE ALLOWABLE RENTAL CHARGE PAID THEREOF FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|-------------------|-----------------------|------|------------|------------------|
|---------|-------------------|-----------------------|------|------------|------------------|

| | | | | | |
|------------------|--|--|----------|--|--|
| 0002AM OPTION | CYLINDER REPLACEMENT COST FFP C) CYLINDERS LOST OR DAMAGED BEYOND REPAIR AND PAID FOR BY THE GOVERNMENT WILL BECOME THE GOVERNMENT'S PROPERTY, SUBJECT TO THE FOLLOWING: IF ANY LOST CYLINDER IS LOCATED WITHIN 90 DAYS AFTER PAYMENT BY THE GOVERNMENT, THE CYLINDER MAY BE RETURNED TO THE CONTRACTOR BY THE GOVERNMENT AND THE CONTRACTOR SHALL PAY TO THE GOVERNMENT AN AMOUNT EQUAL TO THE REPLACEMENT VALUE LESS RENTAL CHARGES COMPUTED ABOVE THE BEGINNING OF THE EXPIRATION OF THE 30 DAY LOAN PERIOD SPECIFIED ABOVE AND CONTINUING TO THE DATE ON WHICH THE CYLINDER WAS DELIVERED TO THE CONTRACTOR (SEE CLAUSE "AWARD" PAGE). | | Cylinder | | |
|------------------|--|--|----------|--|--|

TOTAL AMOUNT FOR FIRST OPTION PERIOD FOR CLINS (0002 THRU
0002AM).

\$ _____
FOB: Destination
PURCHASE REQUEST NUMBER: W22PE06348S001

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|----------------|---|--------------------|------|------------|------------------|
| 0003 OPTION | SECOND OPTION (CLINS 0003 - 0003AM) FFP DURING THE PERIOD 1 JUNE 2009 THROUGH 31 MAY 2010. FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0003AA OPTION | BEV BASE, COLA FFP COLA, NATURAL FLAVORING (POST MIXED) 8960-01-386-9469 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 4,425 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0003AB OPTION | BEV BASE, CITRUS FFP COMPARABLE TO MT DEW/MELLO YELLOW, (POST MIXED) 8960-01-386-9476 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 4,500 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0003AC OPTION | BEV BASE, ROOT BEER FFP ROOT BEER, NATURAL OR IMITATION FLAVORING, OR ANY COMBINATION THEREOF (POST MIXED) 8960-01-386-9478 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 2,020 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0003AD OPTION | BEV BASE, COLA LOW CALORIE FFP DIET COLA, BEVERAGE BASE LIQUID, ARTIFICIALLY SWEETENED, NON-CARBONATED, COMPARABLE TO DIET PEPSI/DIET COKE (POST MIXED) 8940-01-382-9199 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 1,300 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0003AE OPTION | BEV BASE, ORANGE FFP ORANGE, NATURAL OR IMITATION FLAVORING, SUGAR SWEETENED, COMPARABLE TO ORANGE SLICE/ORANGE CRUSH (POST MIXED) 8960- 01-386-9475 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 1,805 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0003AF OPTION | BEV BASE, LEMON LIME FFP LEMON LIME, NATURAL OR IMITATION FLAVORING, SUGAR SWEETENED, COMPARABLE TO SIERRA MIST/SPRITE, (POST MIXED) 8960-01-386-9474 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 1,200 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0003AG OPTION | BEV BASE, DR PEPPER FFP SUGAR SWEETENED, (POST MIXED) COMPARABLE TO DR PEPPER/MR PIBB 8960-01-386-9470 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 2,000 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0003AH OPTION | FIVE-FAUCET DISPENSING FFP SYSTEMS (THE UNIT PRICE FOR THIS LINE ITEM SHALL BE THE MONTHLY RENTAL PRICE FOR 26 DISPENSING SYSTEMS) FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 12 | Months | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|------|------------|------------------|
| 0003AJ OPTION | CARBON DIOXIDE FFP 20 POUND CONTAINERS FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 750 | Each | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|----------|------------|------------------|
| 0003AK OPTION | RETURNABLE CYLINDERS FFP A) CYLINDERS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR BUT SHALL BE LOANED WITHOUT CHARGE TO THE GOVERNMENT FOR A PERIOD OF 30 DAYS AFTER THE DATE OF DELIVERY OF THE CYLINDERS TO THE FOB POINT SPECIFIED IN THE CONTRACT. BEGINNING WITH THE FIRST DAY AFTER THE EXPIRATION OF THE 30-DAY LOAN PERIOD UP TO AND INCLUDING THE DATE THE CYLINDERS ARE DELIVERED OR MADE AVAILABLE FOR DELIVERY TO THE CONTRACTOR'S DESIGNATED CARRIER, THE GOVERNMENT WILL PAY THE CONTRACTOR A DAILY RENTAL CHARGE PER CYLINDER PER DAY REGARDLESS OF CAPACITY. NO RENTAL CHARGE SHALL ACCRUE TO THE CONTRACTOR IN EXCESS OF THE REPLACEMENT VALUE PER CYLINDER SPECIFIED BELOW. FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|----------|------------|------------------|
| 0003AL OPTION | DAILY CYLINDER RENTAL FFP B) FOR EACH CYLINDER LOST OR DAMAGED BEYOND REPAIR WHILE IN THE GOVERNMENT'S POSSESSION, THE GOVERNMENT WILL PAY THE CONTRACTOR THE FOLLOWING REPLACEMENT COST, LESS THE ALLOWABLE RENTAL CHARGE PAID THEREOF FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|-----------------------|----------|------------|------------------|
| 0003AM OPTION | CYLINDER REPLACEMENT COST FFP C) CYLINDERS LOST OR DAMAGED BEYOND REPAIR AND PAID FOR BY THE GOVERNMENT WILL BECOME THE GOVERNMENT'S PROPERTY, SUBJECT TO THE FOLLOWING: IF ANY LOST CYLINDER IS LOCATED WITHIN 90 DAYS AFTER PAYMENT BY THE GOVERNMENT, THE CYLINDER MAY BE RETURNED TO THE CONTRACTOR BY THE GOVERNMENT AND THE CONTRACTOR SHALL PAY TO THE GOVERNMENT AN AMOUNT EQUAL TO THE REPLACEMENT VALUE LESS RENTAL CHARGES COMPUTED ABOVE THE BEGINNING OF THE EXPIRATION OF THE 30 DAY LOAN PERIOD SPECIFIED ABOVE AND CONTINUING TO THE DATE ON WHICH THE CYLINDER WAS DELIVERED TO THE CONTRACTOR (SEE CLAUSE "AWARD" PAGE) TOTAL AMOUNT FOR SECOND OPTION PERIOD (0003 THRU 0003AM). \$ _____ FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|----------------|--|-----------------------|------|------------|------------------|
| 0004 OPTION | THIRD OPTION PERIOD(CLINS 0004 - 0003AM) FFP DURING THE PERIOD 1 JUNE 2010 THROUGH 31 MAY 2011. FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|-----------------------|------|------------|------------------|
| 0004AA OPTION | BEV BASE, COLA FFP COLA, NATURAL FLAVORING (POST MIXED) 8960-01-386-9469 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0004AB OPTION | BEV BASE, CITRUS FFP COMPARABLE TO MT DEW/MELLO YELLOW, (POST MIXED) 8960-01-386-9476 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 4,500 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0004AC OPTION | BEV BASE, ROOT BEER FFP ROOT BEER, NATURAL OR IMITATION FLAVORING, OR ANY COMBINATION THEREOF (POST MIXED) 8960-01-386-9478 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 2,020 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0004AD OPTION | BEV BASE, COLA LOW CALORIE FFP DIET COLA, BEVERAGE BASE LIQUID, ARTIFICIALLY SWEETENED, NON-CARBONATED, COMPARABLE TO DIET PEPSI/DIET COKE (POST MIXED) 8940-01-382-9199 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 1,300 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0004AE OPTION | BEV BASE, ORANGE FFP ORANGE, NATURAL OR IMITATION FLAVORING, SUGAR SWEETENED, COMPARABLE TO ORANGE SLICE/ORANGE CRUSH (POST MIXED) 8960- 01-386-9475 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 1,805 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0004AF OPTION | BEV BASE, LEMON LIME FFP LEMON LIME, NATURAL OR IMITATION FLAVORING, SUGAR SWEETENED, COMPARABLE TO SIERRA MIST/SPRITE, (POST MIXED) 8960-01-386-9474 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 1,200 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0004AG OPTION | BEV BASE, DR PEPPER FFP SUGAR SWEETENED, (POST MIXED) COMPARABLE TO DR PEPPER/MR PIBB 8960-01-386-9470 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 2,000 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0004AH OPTION | FIVE-FAUCET DISPENSING FFP SYSTEMS (THE UNIT PRICE FOR THIS LINE ITEM SHALL BE THE MONTHLY RENTAL PRICE FOR 26 DISPENSING SYSTEMS) FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 12 | Months | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|------|------------|------------------|
| 0004AJ OPTION | CARBON DIOXIDE FFP 20 POUND CONTAINERS FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | 750 | Each | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|----------|------------|------------------|
| 0004AK OPTION | RETURNABLE CYLINDERS FFP A) CYLINDERS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR BUT SHALL BE LOANED WITHOUT CHARGE TO THE GOVERNMENT FOR A PERIOD OF 30 DAYS AFTER THE DATE OF DELIVERY OF THE CYLINDERS TO THE FOB POINT SPECIFIED IN THE CONTRACT. BEGINNING WITH THE FIRST DAY AFTER THE EXPIRATION OF THE 30-DAY LOAN PERIOD UP TO AND INCLUDING THE DATE THE CYLINDERS ARE DELIVERED OR MADE AVAILABLE FOR DELIVERY TO THE CONTRACTOR'S DESIGNATED CARRIER, THE GOVERNMENT WILL PAY THE CONTRACTOR A DAILY RENTAL CHARGE PER CYLINDER PER DAY REGARDLESS OF CAPACITY. NO RENTAL CHARGE SHALL ACCRUE TO THE CONTRACTOR IN EXCESS OF THE REPLACEMENT VALUE PER CYLINDER SPECIFIED BELOW. FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|----------|------------|------------------|
| 0004AL OPTION | DAILY CYLINDER RENTAL FFP B) FOR EACH CYLINDER LOST OR DAMAGED BEYOND REPAIR WHILE IN THE GOVERNMENT'S POSSESSION, THE GOVERNMENT WILL PAY THE CONTRACTOR THE FOLLOWING REPLACEMENT COST, LESS THE ALLOWABLE RENTAL CHARGE PAID THEREOF FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|-----------------------|----------|------------|------------------|
| 0004AM OPTION | CYLINDER REPLACEMENT COST FFP C) CYLINDERS LOST OR DAMAGED BEYOND REPAIR AND PAID FOR BY THE GOVERNMENT WILL BECOME THE GOVERNMENT'S PROPERTY, SUBJECT TO THE FOLLOWING: IF ANY LOST CYLINDER IS LOCATED WITHIN 90 DAYS AFTER PAYMENT BY THE GOVERNMENT, THE CYLINDER MAY BE RETURNED TO THE CONTRACTOR BY THE GOVERNMENT AND THE CONTRACTOR SHALL PAY TO THE GOVERNMENT AN AMOUNT EQUAL TO THE REPLACEMENT VALUE LESS RENTAL CHARGES COMPUTED ABOVE THE BEGINNING OF THE EXPIRATION OF THE 30 DAY LOAN PERIOD SPECIFIED ABOVE AND CONTINUING TO THE DATE ON WHICH THE CYLINDER WAS DELIVERED TO THE CONTRACTOR (SEE CLAUSE "AWARD" PAGE) FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S001 | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|----------------|--|-----------------------|------|------------|------------------|
| 0005 OPTION | FOURTH OPTION PERIOD(CLINS 0005 - 0005AM FFP DURING THE PERIOD 1 JUNE 2011 THROUGH 31 MAY 2012. FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005 | | | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0005AA OPTION | BEV BASE, COLA FFP COLA, NATURAL FLAVORING (POST MIXED) 8960-01-386-9469 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005AA | 4,425 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0005AB OPTION | BEV BASE, CITRUS FFP COMPARABLE TO MT DEW/MELLO YELLOW, (POST MIXED) 8960-01-386-9476 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005AB | 4,500 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0005AC OPTION | BEV BASE, ROOT BEER FFP ROOT BEER, NATURAL OR IMITATION FLAVORING, OR ANY COMBINATION THEREOF (POST MIXED) 8960-01-386-9478 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005AC | 2,020 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0005AD OPTION | BEV BASE, COLA LOW CALORIE FFP DIET COLA, BEVERAGE BASE LIQUID, ARTIFICIALLY SWEETENED, NON-CARBONATED, COMPARABLE TO DIET PEPSI/DIET COKE (POST MIXED) 8940-01-382-9199 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005AD | 1,300 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|--------|------------|------------------|
| 0005AE OPTION | BEV BASE, ORANGE FFP ORANGE, NATURAL OR IMITATION FLAVORING, SUGAR SWEETENED, COMPARABLE TO ORANGE SLICE/ORANGE CRUSH (POST MIXED) 8960- 01-386-9475 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005AE | 1,805 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0005AF OPTION | BEV BASE, LEMON LIME FFP LEMON LIME, NATURAL OR IMITATION FLAVORING, SUGAR SWEETENED, COMPARABLE TO SIERRA MIST/SPRITE, (POST MIXED) 8960-01-386-9474 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005AF | 1,200 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0005AG OPTION | BEV BASE, DR PEPPER FFP SUGAR SWEETENED, (POST MIXED) COMPARABLE TO DR PEPPER/MR PIBB 8960-01-386-9470 FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005AG | 2,000 | Gallon | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|--------------------|--------|------------|------------------|
| 0005AH OPTION | FIVE-FAUCET DISPENSING FFP SYSTEMS (THE UNIT PRICE FOR THIS LINE ITEM SHALL BE THE MONTHLY RENTAL PRICE FOR 26 DISPENSING SYSTEMS) FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005AH | 12 | Months | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|-----------------------|------|------------|------------------|
| 0005AJ OPTION | CARBON DIOXIDE FFP 20 POUND CONTAINERS FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005AJ | 750 | Each | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|--|-----------------------|----------|------------|------------------|
| 0005AK OPTION | RETURNABLE CYLINDERS FFP A) CYLINDERS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR BUT SHALL BE LOANED WITHOUT CHARGE TO THE GOVERNMENT FOR A PERIOD OF 30 DAYS AFTER THE DATE OF DELIVERY OF THE CYLINDERS TO THE FOB POINT SPECIFIED IN THE CONTRACT. BEGINNING WITH THE FIRST DAY AFTER THE EXPIRATION OF THE 30- DAY LOAN PERIOD UP TO AND INCLUDING THE DATE THE CYLINDERS ARE DELIVERED OR MADE AVAILABLE FOR DELIVERY TO THE CONTRACTOR'S DESIGNATED CARRIER, THE GOVERNMENT WILL PAY THE CONTRACTOR A DAILY RENTAL CHARGE PER CYLINDER PER DAY REGARDLESS OF CAPACITY. NO RENTAL CHARGE SHALL ACCRUE TO THE CONTRACTOR IN EXCESS OF THE REPLACEMENT VALUE PER CYLINDER SPECIFIED BELOW. FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005AK | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|------------------|---|--------------------|----------|------------|------------------|
| 0005AL OPTION | DAILY CYLINDER RENTAL FFP B) FOR EACH CYLINDER LOST OR DAMAGED BEYOND REPAIR WHILE IN THE GOVERNMENT'S POSSESSION, THE GOVERNMENT WILL PAY THE CONTRACTOR THE FOLLOWING REPLACEMENT COST, LESS THE ALLOWABLE RENTAL CHARGE PAID THEREOF FOB: Destination PURCHASE REQUEST NUMBER: W22PE06348S0010005AL | | Cylinder | | |

ESTIMATED
NET AMT

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ESTIMATED AMOUNT |
|---------|-------------------|--------------------|------|------------|------------------|
|---------|-------------------|--------------------|------|------------|------------------|

| | | | | | |
|------------------|--|--|----------|--|--|
| 0005AM OPTION | CYLINDER REPLACEMENT COST FFP C) CYLINDERS LOST OR DAMAGED BEYOND REPAIR AND PAID FOR BY THE GOVERNMENT WILL BECOME THE GOVERNMENT'S PROPERTY, SUBJECT TO THE FOLLOWING: IF ANY LOST CYLINDER IS LOCATED WITHIN 90 DAYS AFTER PAYMENT BY THE GOVERNMENT, THE CYLINDER MAY BE RETURNED TO THE CONTRACTOR BY THE GOVERNMENT AND THE CONTRACTOR SHALL PAY TO THE GOVERNMENT AN AMOUNT EQUAL TO THE REPLACEMENT VALUE LESS RENTAL CHARGES COMPUTED ABOVE THE BEGINNING OF THE EXPIRATION OF THE 30 DAY LOAN PERIOD SPECIFIED ABOVE AND CONTINUING TO THE DATE ON WHICH THE CYLINDER WAS DELIVERED TO THE CONTRACTOR (SEE CLAUSE "AWARD" PAGE). | | Cylinder | | |
|------------------|--|--|----------|--|--|

TOTAL AMOUNT FOR FOURTH OPTION PERIOD FOR (CLINS 0005AA THRU 0005AM).

\$_____

TOTAL AMOUNT FOR BASE AND ALL OPTION PERIODS FOR CLINS (0001AA THRU 0005AM).

\$_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE06348S0010005AM

ESTIMATED
NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| | | | | |
|--------|------------|------------|-----------|------------|
| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| 0001 | N/A | N/A | N/A | Government |
| THRU | | | | |
| 0005AM | | | | |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------------------------|-----------------------------------|----------|--|----------|
| 0001 THRU 0005AM | POP 01-JUL-2007 TO 31-MAY-2008 | N/A | DIRECTORATE OF PUBLIC WORKS TROOP ISSUE SUBSISTENCE BLDG 488 OLD IRONSIDE AVE FORT KNOX KY 40121-5000 FOB: Destination | W22PE001 |
| 0002 THRU 0002AM | POP 01-JUN-2008 TO 31-MAY-2009 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0003 THRU 0003AM | POP 01-JUN-2009 TO 31-MAY-2010 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0004 THRU 0004AM | POP 01-JUN-2010 TO 31-MAY-2011 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0005 THRU 005AM | POP 01-JUN-2011 TO 31-MAY-2012 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------|---|----------|
| 52.204-6 | Data Universal Numbering System (DUNS) Number | OCT 2003 |
| 52.204-7 | Central Contractor Registration | JUL 2006 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | FEB 2007 |

CLAUSES INCORPORATED BY FULL TEXT

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has

been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5 Percent increase

5 Percent decrease

This increase or decrease shall apply to the total quantity of each item, without regard to destination per delivery order.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(See Addendum for additional requirements)

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and

Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

ADDENDUM TO FAR 52.212-1 Instructions to Offerors- Commercial Items Instructions to Offerors-Commercial Items (Sep 2006)

FAR 52.212-1 Provision is hereby tailored as follows:

Para (f) Late submissions, modifications, revisions, and withdrawals of offers

The offeror shall submit an original of the bid to Directorate of Contracting, Attn: Contracting Officer (W9124D-07-B-0015), Building 1109B, Ste 250, 199 6th Ave, Fort Knox, Kentucky 40121-5720. The original bid must be received by the Contracting Officer prior to the date and time set in the solicitation or any issued amendment, if not the bid will be excluded from consideration.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end product, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|---------------|-------------------|

| | |
|-------|-------|
| <hr/> | <hr/> |
| - | - |
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| - | - |
| <hr/> | <hr/> |
| - | - |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

| Line Item No. |
|---------------|
| <hr/> |
| - |
| <hr/> |
| - |
| <hr/> |
| - |

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| <hr/> | <hr/> |
| - | - |
| <hr/> | <hr/> |

| | |
|---|---|
| — | — |
| — | — |

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| — | — |
| — | — |
| — | — |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

| Listed End Product | Listed Countries of Origin: |
|--------------------|-----------------------------|
| • | • |
| • | • |
| • | • |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k)((1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

NA (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

NA (4) [Removed].

NA (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA (ii) Alternate I (OCT 1995) of 52.219-6.

NA (iii) Alternate II (MAR 2004) of 52.219-6.

NA (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA (ii) Alternate I (OCT 1995) of 52.219-7.

NA (iii) Alternate II (MAR 2004) of 52.219-7.

XX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

NA (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

NA (ii) Alternate I (OCT 2001) of 52.219-9

NA (iii) Alternate II (OCT 2001) of 52.219-9.

NA (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

NA (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA (ii) Alternate I (JUNE 2003) of 52.219-23.

NA (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

NA (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

NA (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

NA (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

NA (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

NA (ii) Alternate I (JAN 2004) of 52.225-3.

NA (iii) Alternate II (JAN 2004) of 52.225-3.

NA (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

NA (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

NA (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

NA (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

NA (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

NA (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

NA (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

NA (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

NA (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

NA (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

NA (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

NA (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific

limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING (APR 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance Name and Address of Owner
(Street, Address, City, and Operator of the Plant or
County, State, Zip Code) Facility if Other than Bidder

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(End of provision)

52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule for _____ [offeror insert Schedule line item number] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the

following limitations:

- (1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.
- (2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.
- (3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
- (4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.
- (5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.
- (d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 July 2007** through **31 May 2008**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **5 gallons of beverage base**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
 - (1) Any order for a single item in excess of **800 gallons of beverage base or 750 each of carbon dioxide**;

(2) Any order for a combination of items in excess of 8,000 gallons of beverage base or 1,500 each of carbon dioxide; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 3 June 2008.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the contract expiration date.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
ATTN: SFCA SR KN
Bldg 1109B Ste 250
Fort Knox, KY 40121-5720

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

52.247-66 RETURNABLE CYLINDERS (MAY 1994)

(a) Cylinder, referred to in this clause, is a pressure vessel designed for pressures higher than 40 psia and having a circular cross section excluding a portable tank, multi-tank car tank, cargo tank, or tank car.

(b) Returnable cylinders shall remain the Contractor's property but shall be loaned without charge to the Government for a period of ____ days (hereafter referred to as loan period) following the day of delivery to the f.o.b. point specified in the contract. Any cylinder not returned within the loan period shall be charged a daily rental

beginning with the first day after the loan period expires, to and including the day the cylinders are delivered to the Contractor (if the original delivery was f.o.b. origin) or are delivered or made available for delivery to the Contractor's designated carrier) if the original delivery was f.o.b. destination). The Government shall pay the Contractor a rental of \$ _____ per cylinder, per day, computed separately for cylinders by type, size and capacity and for each point of delivery named in the contract. No rental shall accrue to the Contractor in excess of replacement value per cylinder specified in paragraph (c) of this clause.

(c) For each cylinder lost or damaged beyond repair while in the Government's possession, the Government shall pay to the Contractor the replacement value, less the allocable rental paid for that cylinder as follows: These cylinders shall become Government property.

(d) If any lost cylinder is located within _____ calendar days after payment by the Government, it may be returned to the Contractor by the Government, and the Contractor shall pay to the Government an amount equal to the replacement value, less rental computed in accordance with paragraph (b) of this clause, beginning at the expiration of the loan period specified in paragraph (b) of this clause, and continuing to the date on which cylinder was delivered to the contractor.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>
<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>
<http://farsite.hill.af.mil>

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense

Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) XX 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) XX 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) NA 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) XX 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) XX 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) NA 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) NA 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) NA 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) NA 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) NA 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) NA 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) NA 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) NA Alternate I (OCT 2006) of 252.225-7036.

(13) NA 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) XX 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) NA 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) NA 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) XX 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) NA 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) XX 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

- (20)(i) XX 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) NA Alternate I (MAR 2000) of 252.247-7023.
- (iii) NA Alternate II (MAR 2000) of 252.247-7023.
- (iv) NA Alternate III (MAY 2002) of 252.247-7023.
- (21) NA 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

BUY AMERICAN

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(JUN 2005)

(a) *Definitions.* “Domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

| <u>Line Item Number</u> | <u>Country of Origin</u> |
|-------------------------|--------------------------|
| _____ | _____ |
| _____ | _____ |

(3) The following end products are other foreign end products:

| <u>Line Item Number</u> | <u>Country of Origin (If known)</u> |
|-------------------------|-------------------------------------|
| _____ | _____ |
| _____ | _____ |

(End of provision)

Signature & Date

Printed Name and Title

SPECIFICATIONS

SPECIFICATIONS

The contractor shall furnish items under this contract complying with the following minimum specifications:

1. Beverage Bases:

1.1. Beverage bases shall be liquid, flavored and sweetened as described in the bid schedule, five or six gallon yield and of high commercial grade.

1.2. Beverage bases shall be for use with carbonated beverage dispensers and shall be delivered in “bag-in-box” containers.

1.3. Contractor shall submit each delivery to inspection by the Post Veterinarian Service, located at Building 7102. The Post Veterinarian will stamp the back of each delivery ticket to verify inspection of the products prior to delivery.

1.4. After delivery is completed, the contractor will return the original order, signed by each customer showing that delivery was made, to TISA, located at Building 488, Rm 117 Old Ironside Ave, Fort Knox, KY. At that time, the contractor shall provide an itemized delivery ticket which will state the name of the contractor, contract number, items delivered, unit price of each item, extended price of each item and total price of completed delivery.

1.5. Contractor shall provide a taste sample to Post Food Service, located at Building 488 Old Ironside Ave, Rm 117, prior to contract award.

2. Dispensing Systems:

2.1. Dispensing systems shall be self-contained, mechanically-refrigerated, cabinet-type units possessing a minimum storage capacity of six beverage base containers and two carbon dioxide cylinders.

2.2. Dispensing systems shall dispense the finished product/beverage at a temperature of 30 to 40 degrees Fahrenheit and at a minimum of 400 six to seven ounce beverage servings per hour at a room temperature of 85 degrees Fahrenheit. Dispensing system shall dispense chilled water and shall possess a locking capability (except for water dispenser) when not in use.

2.3. The contractor shall furnish and install dispensing systems under this contract in approximately 20 dining facilities throughout the installation. The Government will normally operate approximately 17 dining facilities at any one point in time. Contractor shall utilize existing electrical and plumbing lines (electrical outlets will be within 10 feet of dispensing system location), fixtures and outlets. The contractor shall install dispensing systems allowing a minimum of 3 inches between system and adjacent countertop to permit cleaning or sealing system to adjacent countertop to prevent dirt accumulations.

2.4. Contractor shall call Troop Issue daily at 1300 hours to check for repairs. If repairs are required at the time of call from contractor to Troop Issue, contractor will have 24 hours to complete all repairs to the dispensing machine(s).

2.5. The contractor shall maintain all dispensing systems to include monthly cleaning of each dispensing system that is in current operation. Contractor shall submit signed documentation verifying completion of monthly cleaning inspection to Troop Issue not later than the 30th of each month.

2.6. The contractor shall furnish instructions in the use of each system including connections and disconnection of beverage base and carbon dioxide containers to each dining facility using equipment.

AWARD

The award of any contract issued hereunder will be made in the aggregate to the lowest priced, responsive, responsible bidder after consideration of the following:

- A. Bids submitted on a basis other than FOB destination will be rejected as non-responsive.
- B. Failure to bid on all items will render the bid nonresponsive.
- C. It is presumed that one percent of the carbon dioxide cylinders will be lost or damaged beyond repair while in possession of the Government each year ($600 \times 1\% = 6$); and the Government will accrue 30 days of cylinder rental charges each year under this contract. For evaluation purposes only, one percent of the cylinders multiplied by the cylinder replacement costs bid (CLINS 0001AM, 0002AM, 0003AM, 0004AM and 0005AM) and 30 days multiplied by the daily cylinder rental charges bid (CLINS 0001AL, 0002AL, 0003AL, 0004AL and 0005AL) will be added to the total bid price to determine an overall cost to the Government.

INSPECTION

Inspection of the items to be furnished hereunder will be made by the Post Veterinarian, Fort Knox, Kentucky, at destination.

PLACE OF DELIVERY

- (d) Dispensing Systems: The contractor shall furnish and install dispensing systems in approximately 20 dining facilities as specified by the Contracting Officer or an authorized representative. The Government will provide the contractor with a list of dining facilities where dispensing systems are to be installed prior to commencement date.
- (e) Beverage Base and Carbon Dioxide: The contractor shall deliver beverage bases and carbon dioxide to dining facilities as specified on individual delivery orders. Contractor shall deliver beverage base and carbon dioxide to approximately 20 dining facilities with an average of 17 dining facilities in operation at any one point in time. The Government will provide the contractor a list of dining facilities requiring delivery prior to commencement date.

TIME OF DELIVERY

- A. Dispensing Systems: The contractor shall install dispensing systems to be completely operational within 3 working days of contract start date or contract award, whichever is later. The contractor shall make changes in the quantity of dispensing systems within 10 calendar days after receipt of notice from the Contracting Officer or an authorized representative.
- B. Beverage Bases and Carbon Dioxide: The contractor shall be notified 4 working days prior to delivery. The contractor shall allow the Government up to 48 hours of delivery to make final adjustments to order. The contractor shall deliver Monday, Wednesday and Friday. Contractor shall deliver starting at 6:00 A.M. and complete by 11:30 A.M.
- (f) Transition Period: To prevent interruption of service, the contractor shall coordinate with the incumbent contractor to switch out dispensing systems. The contractor shall have 3 weeks to completely convert all the dining facilities to the new dispensing systems. Dining facilities shall not be without an operational dispensing system more than one meal period.

LEGAL PUBLIC HOLIDAYS

The following days have been established as legal public holidays, reference 5 U.S.C. Section 6103(a):

| | |
|-----------------------------------|--------------------------------------|
| New Year's Day | 1 January |
| Martin Luther King Jr.'s Birthday | 3 rd Monday in January |
| Washington's Birthday | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | 4 July |
| Labor Day | 1 st Monday in September |
| Columbus Day | 2 nd Monday in October |
| Veteran's Day | 11 November |
| Thanksgiving Day | 4 th Thursday in November |
| Christmas Day | 25 December |

DELIVERY TICKETS

The contractor shall furnish the Troop Issue Subsistence Officer (TISO) or an authorized representative a numbered certificate of delivery at each point of delivery. The certificate of delivery shall include the contractor's name and address, point of delivery, order date, contract number, product description/package/product code, number of units, unit price with extended price, signature blocks for delivered by/received by and date, and wholesaler records to include number of containers delivered and returned. The authorized representative at each point of delivery will check items received, annotate the certificate as to actual quantities of each item received and sign the certificate. The contractor shall furnish a consolidated certificate of delivery to the TISO, Building 488, Room 117, Fort Knox, Kentucky, upon completion of deliveries each day.

LOCAL NOTES

TELEGRAPHIC/FAX OFFERS

Telegraphic, facsimile or other electronically submitted (including mailgram) offers are NOT authorized.

PRE-BIDS QUESTIONS

Offerors must submit any questions regarding this solicitation/statement of work in writing to the Contracting Officer. Questions must be received by the Contracting Officer in adequate time to allow a written response prior to the proposal due date. No remarks or written responses to questions by government personnel shall change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a formal written amendment issued by the Directorate of Contracting, Fort Knox, Kentucky.

BID SUBMISSION INSTRUCTIONS

The offeror shall submit an original of the bid to Directorate of Contracting, Attn: Contracting Officer (W9124D-07-B-0015), Bldg 1109B, Ste 250, 199 6th Ave, Fort Knox, Kentucky 40121-5720. The original bid must be received by the Contracting Officer prior to the date and time set in the solicitation or any issued amendment, if not the bid will be excluded from consideration.

INVOICES

The contractor shall submit invoices identifying the contract number and the delivery order number for items delivered to DFAS, Indianapolis, DNO Vendor Pay Div, Dept 3800 8899 E 56th St, Indianapolis, IN 46249-3800.

CONTRACT ADMINISTRATION

All contract administration will be effected by the Contracting Officer, Contract Administration Division, Directorate of Contracting, Building 1109B, 199 6TH Ave , Fort Knox, Kentucky 40121-5720. Changes in or deviation from the Statement of Work shall not be effected without a written modification to the contract executed by the Contracting Officer.

PAYMENT

The Government will pay the contractor upon submission of proper invoices, the prices stipulated in this contract, for the supplies delivered and accepted, less any deductions provided in this contract.

INVOICES

The contractor shall submit payment requests using the following electronic method: Wide Area Workflow-Receipt and Acceptance (WAWF-RA) at <https://wawf.eb.mil>. Select the "invoice only" option and enter "W9124D" in the administered by block. Failure to submit invoices as instructed herein may result in delay of payment.

NOTE: For assistance, contractors may contact the WAWF help desk at 614-693-6868.

NOTE: If unsuccessful using WAWF: The contractor may submit payment requests using the Web Invoicing System (WinS) at <https://ecweb.dfas.mil>.

NOTE: Go to <http://wawftraining.com> for self paced training, to learn how to electronically submit and take action on documents in WAWF.

PAYMENT STATUS INQUIRY

Contract payment status may be found using MyInvoice at <https://myinvoice.csd.disa.mil>.